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Attorneys for Defendant
Sentinel Insurance Company, Ltd.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

LIONESS HOLDINGS, LLC,

Civil No. 3:17-cv-01238-JE

Plaintiff,

v.

DEFENDANT'S *REVISED*
PROPOSED VERDICT FORM

SENTINEL INSURANCE COMPANY,
LTD., a Connecticut Insurance
Company,

Defendant.

DEFENDANT'S REVISED PROPOSED VERDICT FORM

We, the jury, being duly empaneled and sworn to try this case, answer
the questions submitted by the Court as follows:

QUESTION NO. 1: Did Plaintiff Lioness Holdings, LLC prove by a
preponderance of the evidence that Defendant Sentinel Insurance Company
breached the contract of insurance by failing to pay for any covered loss?

Yes _____

No _____

(INSTRUCTION: If you answered "No" to Question 1, your verdict is for Defendant Sentinel. Please have your Presiding Juror sign and date this Special Verdict Form and advise the bailiff. If you answered "Yes" to Question 1, answer Questions 2 through 5.)

QUESTION NO. 2: Did Defendant Sentinel prove by a preponderance of the evidence that the property subject to the loss was entrusted to Ryan Reeves by Lioness at the time of thefts and vandalism?

Yes _____

No _____

QUESTION NO. 3: Did Defendant Sentinel prove by a preponderance of the evidence that Plaintiff Lioness failed to cooperate with Defendant's investigation of Plaintiff's claim?

Yes _____

No _____

QUESTION NO. 4: Did Defendant Sentinel prove by a preponderance of the evidence that Plaintiff Lioness made material misrepresentations or concealments regarding Plaintiff's claim and that Defendant relied on these material misrepresentations or concealments?

Yes _____

No _____

QUESTION NO. 5: Did Defendant Sentinel prove by a preponderance of the evidence that Plaintiff Lioness unreasonably failed to comply with all relevant and material terms of the insurance contract, prior to filing the lawsuit?

Yes _____

No _____

(INSTRUCTION: If you answered "Yes" to Question 2, 3, 4 OR 5, your verdict is for Defendant Sentinel. Please have your Presiding Juror sign and date this Special Verdict Form and advise the bailiff. If you answered "no" to each of Questions 2 through 5, your verdict is for Plaintiff Lioness. Please answer Question 6.)

QUESTION 6: What damages, if any, did Plaintiff Lioness prove by a preponderance of the evidence were caused by the Breach of Contract? (Do not consider any deductibles you might see mentioned in the policy.)

West Hills	\$_____
Hollywood	\$_____
Clackamas	\$_____
Bridgeport	\$_____
Wilsonville	\$_____
Peterkort	\$_____
Kruse Meadows	\$_____
Happy Valley	\$_____
West Linn	\$_____
Tanasbourne	\$_____
 TOTAL:	 \$_____

DATED this _____ day of July, 2018

Presiding Juror

Print Name: _____

DATED this 16th day of July, 2018

MALONEY LAUERSDORF REINER, PC

By /s/ Francis J. Maloney

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